



Memorandum

Date: November 5, 2010

To: John Kovash, Mayor
Members, West Linn City Council

From: Chris Jordan, City Manager *CJ*

Subject: Agenda Update

Based on the Council work session of November 1, attached are:

- 1) A revised agenda for November 8.
- 2) Revised Minutes from October 11 meeting showing Councilor Cummings suggested changes in red.
- 3) A revised IGA with Clackamas County for the Juvenile Diversion Program. Specifically, Exhibit 3 has been changed to reflect the increased funding from Clackamas County. During the work session, the Council asked why some cities seem to not be paying anything. The issue is one of timing: some agencies did not have adequate time to budget for this program. Therefore, they will be charged double next year.
- 4) A memorandum from John Sonnen answering the Council's questions regarding ePermit system for the Building Division.

Attachment



CITY OF

West Linn

22500 Salamo Road
West Linn, Oregon 97068
<http://westlinnoregon.gov>

CITY COUNCIL MEETING

Monday, November 8, 2010

6:00 p.m. – Work Session – Council Chambers

6:30 p.m. – Meeting – Council Chambers

1. Call to Order & Pledge of Allegiance
2. Approval of Agenda
3. Community Comments
4. Consent Agenda
 1. Agenda Bill 2010-11-08-01: Minutes from the October 11, 2010 Meeting
5. Report from the City Manager
6. Business from the City Council
7. Business Meeting
 2. Agenda Bill 2010-11-08-02: Juvenile Diversion Intergovernmental Agreement
 3. Agenda Bill 2010-11-08-03: Accella Intergovernmental Agreement for Building Permit System
 4. Agenda Bill 2010-11-08-04: Ordinance 1598 – Oxford St. Right-of-Way Vacation
 5. Agenda Bill 2010-11-08-05: Resolution 2010-36 – Preserve America Intergovernmental Agreement
 6. Agenda Bill 2010-11-08-06: City Manager Evaluation Criteria
8. Adjournment of Business Meeting
9. Executive Session – (If Needed)

Meeting Notes:

The Council Chambers is equipped with an induction loop and a limited number of neck loops for the hearing impaired. Please let the City know if you require any special assistance under the Americans with Disabilities Act, please call City Hall 48 hours prior to the meeting date, 503-657-0331.

Community Comments provide an opportunity for statements from citizens regarding issues related to City government, properly the subject of Council/Commission consideration and not issues on the agenda. Persons wishing to speak shall be allowed to do so only after completing forms provided in the foyer in advance of Community Comments. All remarks should be addressed to the governing body. The City Council/Planning Commission will not engage in discussion with those making comments. The time limit for each participant is three (3) minutes or will be set by the Mayor or Chair.

Consent Agenda items are routine and will not be allotted individual hearing time. The items may be passed in one blanket motion. Any member may remove an item for discussion or questions by requesting such action prior to consideration.

Persons wishing to speak on agenda items shall be allowed to do so only after completing the forms provided in the foyer and returning them to the Clerk prior to the item being called for discussion. A separate slip must be turned in for each item. The time limit for each participant is three (3) minutes, unless the Mayor decides prior to the item to allocate more or less time.

When needed, the Council will meet in Executive Session pursuant to ORS 192.660.

WEST LINN CITY COUNCIL MEETING MINUTES October 11, 2010

Call to Order & Pledge of Allegiance

Council Present:

Mayor John Kovash, Council President Scott Burgess, Councilor Jody Carson, Councilor Teri Cummings, and Councilor Jenni Tan.

Staff Present:

City Manager Chris Jordan, City Attorney Tim Ramis, Assistant City Manager Kirsten Wyatt, and Senior Planner Chris Kerr.

Swearing-In Ceremony for Mayor Kovash and Councilor Tan

Pie & Ice Cream Reception

Approval of Agenda

Council President Scott Burgess moved to approve the agenda including a change in the order of items to reflect that the swearing-in and reception preceded this motion to approve the agenda. Councilor Jody Carson seconded the motion.

Ayes: Mayor John Kovash, Council President Scott Burgess, Councilor Jody Carson, Councilor Teri Cummings, and Councilor Jenni Tan.

Nays: None.

The motion carried 5 - 0

Community Comments

Alice Richmond - Ms. Richmond noted that her friend Loretta Schwarz is not related to Edward and Roberta Schwarz. She stated that she believes the information included in the voters pamphlet argument written by Edward Schwarz is "untrue." She took issue with the calculations contained in Mr. Schwarz' argument; and shared her belief that Mr. Schwarz did not attend the available meetings to gain accurate information.

Karie Oakes - Ms. Oakes shared her belief that the 2007, 2008 and 2009 performance evaluation processes for Chris Jordan were not completed in those years. Ms. Oakes also stated that she desires public participation in the City Manager's performance evaluations. Ms. Oakes described her experience with the City refusing to provide access to the record because the evaluations were not finalized. The City of Tigard provided their City Manager's evaluation to her in two days.

Bob Thomas - Mr. Thomas stated that raising water rates by five percent a year over seven years in a row is a 41 percent increase. Stated that he echoes Ms. Oakes in her concern about the City Manager's evaluations from prior years. He also requested more "forthrightness" about evaluations. Mr. Thomas registered disapproval that City Councilors made a consensual agreement in executive session July 27, 2009, taking the City Manager's contract off the table prior to considering his comments.

Council President Burgess requested Mr. Thomas to state the section of his Charter that he called into question during his Community Comments statements. Mr. Thomas stated that the Charter had been violated. Councilor Cummings asked for the opportunity to ask a question. Mayor Kovash asked the City Council if this issue should be engaged now, or later. Council President Burgess indicated that he asked a question of Mr. Thomas and is comfortable with anyone asking questions for clarification regarding Mr. Thomas' statements. Councilor Cummings asked Mr. Thomas if he is was referring to Charter Ch. 4, Sec. 21. Mr. Thomas indicated that he was, and shared his belief that the Charter statement "shall consider public input..." was not completed.

Consent Agenda

Agenda Bill 2010-10-11-01: Minutes from the July 19, 2010 Meeting

Draft July 19, 2010 Minutes

Agenda Bill 2010-10-11-02: Minutes from the September 27, 2010 Meeting

Draft September 27, 2010 Minutes

Councilor Cummings indicated that she will not vote to approve the minutes because she would like clearer language to be used in the minutes draft. Councilor Cummings indicated that she would like to recommend some changes and then listed some of her areas of concerns with the minutes draft. Council President Burgess asked if there is an amendment to the motion, and noted that this discussion already took place at the work session and that the City Manager had previously welcomed any edits to the minutes.

Councilor Teri Cummings moved to pull the September 27, 2010 minutes from the consent agenda. Councilor Jody Carson seconded the motion.

Ayes: Councilor Jody Carson, and Councilor Teri Cummings.

Nays: Mayor John Kovash, and Council President Scott Burgess.

The motion failed 2 - 2

Council President Burgess noted that the motion to approve the consent agenda should be split to reflect the two sets of minutes.

Council President Scott Burgess moved to approve the July 19, 2010 minutes. Councilor Jody Carson seconded the motion.

Ayes: Mayor John Kovash, Council President Scott Burgess, and Councilor Jody Carson.

Nays: Councilor Teri Cummings.

The motion carried 3 - 1

Council President Scott Burgess moved to approve the July 27, 2010 minutes. Councilor Jody Carson seconded the motion.

Ayes: Mayor John Kovash, and Council President Scott Burgess.

Nays: Councilor Jody Carson, and Councilor Teri Cummings.

The motion failed 2 - 2

Councilor Carson directed Councilor Cummings to provide direction to staff on requested edits to the September 27 minutes. Councilor Cummings stated that she will provide some edits to staff.

Report from the City Manager

City Manager Jordan noted that Neighbors Helping Neighbors is this weekend, please sign up. He noted that the City currently has openings on Citizen Advisory Groups. And, he introduced Kathy Mollusky as the new City Recorder.

Business from the City Council

Councilor Carson provided a regional water providers consortium update. Encouraged citizens to visit ConserveH2O.org; stated that the site has information about water conservation as well as some of the ads used in the media presentation. She also noted that this group is looking at emergency preparedness interconnectedness.

Council President Burgess indicated his intent to provide clarification about a Community Comments statement regarding a Charter violation. He stated that public comments regarding the Manager's performance was taken, read, and considered in the Manager's evaluation. He noted he is "more than content" with the City Manager's performance. He then thanked Jim Mattis for his willingness to serve on the Council, and also as a City volunteer [on the Historic Review Board and assisting the Council with the City Manager's performance evaluation tool]. He welcomed Councilor Tan to the Council, and congratulated her and Mayor Kovash. He reminded voters that the November ballot includes two Council positions as well as two measures and advocated a "yes" vote on both - the water rate measure is important and promotes conservation; the park land measure allows for safety improvements in a park.

Mayor Kovash shared his perspective that Council President Burgess provided an excellent summary of the November ballot measures. He extended his congratulations to Councilor Tan. He indicated that he is attending a meeting of mayors in the region with Metro to discuss regional needs from Metro.

Councilor Cummings welcomed Councilor Tan and congratulated Mayor Kovash. She stated her belief that citizen comments had not been received prior to the July 27, 2009 executive session which had not been specifically noticed to two Council members, the press, or the public. Councilor Cummings explained that after public input letters were received in August, a preliminary City Manager evaluation discussion took place in an executive session that was not specifically noticed. The fact that the evaluation was not completed was brought up several times since then by Councilor Burgess and others about the July 2009 executive session and the 2009 evaluation process, as well as her concerns about the noticing of the Council's 2010 retreat. She requested a more open process related to Council business.

Councilor Cummings handed the July 8, 2010 City Council retreat agenda, July 2, 2010 Memorandum, and City Council/Chris Jordan email to the rest of the Council. These documents will be inserted here when these minutes are approved.

Councilor Carson welcomed Councilor Tan to the Council, and congratulated Councilor Tan and Mayor Kovash. She thanked Jim Mattis for his service; and noted that his humor and thoughtfulness will be missed. She requested that Councilor Cummings "move on" from the

evaluation process; and noted that the Council will continue to be careful about executive session noticing, and noted that the Council has a lot of work to do to complete the City Manager's 2010 evaluation.

Councilor Tan expressed her gratefulness to serve the City. She congratulated Mayor Kovash and noted that she is excited to serve. She also thanked Jim Mattis for his service.

Business Meeting

Agenda Bill 2010-10-11-03: Ordinance No. 1598 - Oxford Street Vacation

Oxford Street Vacation Agenda Materials

[Click here to link to the land use case file](#)

Staff report from Chris Kerr.

Council President Burgess requested clarification on Exhibit A and Parcel 2. Mr. Kerr noted that Engineering could double-check the surveyor's work. Council President Burgess noted that it did not appear to be a separate parcel on the plat map. Mr. Kerr noted that a professional surveyor did the work and Engineering confirmed, and he feels confident with the work. Mr. Jordan clarified some process options if the City Council would prefer to get a second-opinion on the survey work before voting on the ordinance. Council President Burgess noted that he is agreeable to hearing public testimony. Mayor Kovash agreed to this process.

Councilor Cummings indicated that she would like to be more clear before voting on the issue. If time is not critical, she would prefer waiting. Councilor Carson concurred that she is comfortable doing a first reading tonight, but clarifying the map before the second reading. Councilor Tan indicated that it would be most useful if the numbers could tie-out on the map. Council President Burgess suggested the the public hearing be opened and closed. Mayor Kovash opened the public hearing. There was no testimony. Mayor Kovash closed the public hearing.

Councilor Jody Carson moved to continue the Oxford Street Vacation agenda item to the November 8, 2010 City Council meeting. Councilor Jenni Tan seconded the motion.

Ayes: Mayor John Kovash, Council President Scott Burgess, Councilor Jody Carson, Councilor Teri Cummings, and Councilor Jenni Tan.

Nays: None.

The motion carried 5 - 0

Agenda Bill 2010-10-11-04: Willamette Falls Drive Speed Study

Willamette Falls Drive Speed Study Agenda Materials

Staff report from Chris Jordan.

Councilor Carson shared her appreciation to neighbors for sharing the neighborhood concerns and noted the safety concerns and need for crosswalk enhancements.

Council President Scott Burgess moved to direct the City Manager to initiate a speed zone study request with the Oregon Department of Transportation State Traffic Engineer. Councilor Jody Carson seconded the motion.

Ayes: Mayor John Kovash, Council President Scott Burgess, Councilor Jody Carson, Councilor Teri Cummings, and Councilor Jenni Tan.

Nays: None.

The motion carried 5 - 0

Adjournment of Business Meeting

City Council Work Session Discussion on the City Manager's 2010 Evaluation Tool and Process

INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY, OREGON AND CITY OF WEST LINN

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and the City of West Linn for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of continuing a diversion program for at-risk youth referred from the Clackamas County Juvenile Department as part of the Clackamas County Juvenile Crime Prevention Plan for High Risk Youth.

II. Scope of Work and Cooperation

A. The City of West Linn agrees to:

- 1) Assess all youth residing within the boundaries of the City of West Linn, who are referred to the Clackamas County Juvenile Department for violations, all Class C Misdemeanors and all Class B Misdemeanors and specified Class A Misdemeanors (Exhibit 1, II, 12).
- 2) Complete a Risk Assessment for all youth determined to be eligible to participate in the local diversion program (Exhibit 1, II, 13).
- 3) Enter into and monitor compliance of youth's Diversion Agreement conditions (Exhibit 1, II, 14).
- 4) Coordinate and keep open communications with the Clackamas County Juvenile Department liaison regarding case planning, progression of the case and final disposition of the case.
- 5) Develop and implement a volunteer services component.
- 6) Complete Quarterly Progress Reports (Exhibit 1) and Quarterly Fiscal Reports (Exhibit 3).

B. The COUNTY agrees to:

- 1) Forward copies of appropriate documents, including police reports, to the City of West Linn Diversion Program.
- 2) Serve as a centralized depository for all records involving juvenile offenders.

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- 3) Provide liaison staff for technical assistance, case consultation and networking as required.
- 4) Except any and all diversion cases in which the juvenile and/or parents refuse to participate or have failed to adequately complete the local diversion program.
- 5) All youth that score two risk factors on the Oregon JCP Risk Assessment (Exhibit 1, II. 13) to be eligible for Juvenile Crime Prevention funded resources.

III. Compensation

The COUNTY agrees to pay the City of West Linn an amount not to exceed \$19,123 for the services outlined in Section II.A.

AGENCY shall be paid on a quarterly basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

All requests for payment are subject to the approval of the COUNTY and will be submitted to:

Deanna Mulder, Administrative Analyst
Children, Youth & Families Division
Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045-4035

IV. Liaison Responsibility

Mel Olsen of Parrott Creek Child & Family Services will act as liaison from the City of West Linn for this project, Mark McDonnell or Krista Tidwell will act as liaison from the COUNTY for program services and Korene Mather will act as liaison from the COUNTY for contractual requirements.

V. Special Requirements

- A. The COUNTY and the City of West Linn agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Indemnity. The COUNTY and the City of West Linn agree to indemnify, save harmless and defend each other, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of fault or sole negligence of the City of West Linn or the COUNTY, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7. The conditions described in the

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Intergovernmental Agreement supersede examples described in exhibits 1 through 3.

During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

☒ Required by COUNTY ☐ Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

☒ Required by COUNTY ☐ Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

☐ Required by COUNTY ☒ Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the

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COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and

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documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the City of West Linn which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective when this contract is signed by all necessary parties, but not prior to July 1, 2010. This contract will terminate June 30, 2011.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

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GOVERNMENTAL UNIT
CITY OF WEST LINN

By

Chris Jordan

Name (Typed)

City Manager

Title

Date

22825 Willamette Drive
Street Address

West Linn Oregon 97068-3339
City/Zip

(503) 657-0331
Phone Number

93-6002377
TIN, FIN or S.S.#

Terry Timeus, Police Chief Date

CLACKAMAS COUNTY

Chair: Lynn Peterson

Commissioner: Bob Austin

Commissioner: Jim Bernard

Commissioner: Charlotte Lehan

Commissioner: Ann Lininger

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing & Human Services

Date

Approved as to Content:

Rodney A. Cook, Division Director

Date

EXHIBIT 1
SCOPE OF WORK AND PERFORMANCE STANDARDS

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
 1. **Community Based, Holistic Approach**
 - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
 - AGENCY programs and services shall have ongoing community investment and involvement.
 2. **Family-Centered Programs**
 - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
 - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
 3. **Establish/Maintain Effective Partnerships**
 - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
 - AGENCY shall develop and promote continuous communications with similar organizations.
 4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
 - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
 5. **Implement Research Based Accountability**
 - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
 - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward

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meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Report. Quarterly Reports are to be submitted on or before date due.

1st Quarter, Jul 1 – Sep 30: due on Oct 31, 2010

2nd Quarter, Oct 1 – Dec 31: due on Jan 31, 2011

3rd Quarter, Jan 1 – Mar 31: due on Apr 30, 2011

4th Quarter, Apr 1 – Jun 30: due on Jul 31, 2011

6. **Reflect and Incorporate Diversity**

- AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.
- AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by CYF.

7. **Internal Controls**

- AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before October 31, 2010.

8. **Funder Recognition**

- AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.

9. **Resource Expansion**

- AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.

10. **Use of Grant Funds**

- No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.

11. **HIPAA Compliance**

- If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting

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the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:

- i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
- ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.
- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

12. Diversion Panel Cases

* AGENCY shall use the misdemeanor classification and criteria for referral to the juvenile diversion panel.

13. Oregon Juvenile Crime Prevention Screen/Assessment

* AGENCY shall assess level of risk in juveniles for determining eligibility for appropriate services using the Oregon Juvenile Crime Prevention Screen/Assessment instrument.

14. Clackamas County Diversion Agreement

* AGENCY shall use the Clackamas County Diversion Agreement with youth participating in the local diversion program.

EXHIBIT 1 continued
Diversion Panel Work Plan

Focus Issue: Juvenile Crime

Outcome(s): HLO 15: Decrease Juvenile Recidivism

Outcomes

- 1) By June 30, 2011, a minimum of 85% of Diversion Panel participants will successfully complete an Individual Diversion Agreement (IDA). As measured by standard "successful completion" protocol. Reported quarterly as number of cases closed; number of cases closed and successfully completed; percent of cases successfully completed.
- 2) By June 30, 2011, a minimum of 85% of youth who successfully complete an IDA will not be referred to the Juvenile Department for another law violation during the 12-month period following termination of services. Reported quarterly as number of youth who successfully completed an IDA during the 12-month period following termination of services; number of youth without another law violation during the 12-month period following termination of services; percent of youth without a new law violation during the 12-month period following termination of services.

Outputs

- 1) By June 30, 2011, a minimum of 71 youth will have been put on an IDA. Reported quarterly as number of youth put on an IDA and by submission of Local Diversion Programs Quarterly Report.

Developmental Activities

- 1) By December 31, 2010, primary provider will complete the CYF Cultural Competency Self-Assessment and initiate implementation of Action Plan. Progress on Action Plan implementation to be reported quarterly.
- 2) By June 30, 2011, participate in State or County-sponsored Gender and/or Cultural Specific and/or evidence-based training and/or contractor's meeting. Meeting title and dates to be reported quarterly.
- 3) By June 30, 2011, participate in four quarterly Diversion Panel Coordinator's meetings and one annual Diversion Panel Training. To be reported quarterly.

EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) Payment Options:

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

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AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total funds advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

Withholding of Contract Payments: Notwithstanding any other payment provision of this contract, should the AGENCY fail to submit required reports when due or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

INTERGOVERNMENTAL AGREEMENT

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic form, 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit Juvenile Crime Prevention risk screen and reassessment screen data for all your served and other reports as required and supplied by the COUNTY.

4. DATA FOR PERFORMANCE MEASUREMENT

AGENCY shall use the Juvenile Crime Prevention (JCP) risk tools, including the Risk Assessment instrument and required forms for parental consent and youth assent, for all youth receiving direct services supported with this grant. The Risk Screen Assessment will be administered at the beginning of program service and at six month intervals, or the end of service (whichever is first). AGENCY shall enter the collected data in the online JCP Data Manger.

5. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures, and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines of corrective action.

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate annual site visits by the COUNTY. Site visit activities include, but are not limited to, review of client case files, program personnel policies, and program services procedures.

INTERGOVERNMENTAL AGREEMENT

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

6. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

Audits are due 120 days after the end of the contract period.

7. CAPITAL PURCHASES

INTERGOVERNMENTAL AGREEMENT

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

EXHIBIT 3

BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

ADJUSTMENTS

AGENCY shall not make minor or major budget adjustments without prior written approval of the COUNTY.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working through the Commission on Children & Families and staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

BALANCES

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

INTERGOVERNMENTAL AGREEMENT

Exhibit 3

Diversion Panel Budget

BUDGET	TOTAL PROGRAM COST		
	<i>Grant Funds</i>	<i>Matching Funds, If any</i>	<i>Total</i>
Personnel (List salary, FTE & Fringe costs for each position)			
Total Personnel Svcs			
Administration			
Total Administration			
Supplies			
Equipment			
General Office			
Professional Fees & Contract Svcs	\$19,123		
0.25 FTE Diversion Panel Coordinator			
Travel			
Additional (please specify)			
Total Grant Costs	\$19,123		

Memorandum

Date: November 5, 2010

To: Chris Jordan, City Manager

From: John Sonnen, Planning Director

Subject: Response to City Council questions regarding the proposed electronic building permit processing system.

Background

At the City Council work session on November 1, 2010, Councilors asked several questions regarding the proposed Accela ePermit system. The questions and responses follow.

Questions and responses

1. Question: Who owns the data in the ePermit system?

Response: Both the City and the State effectively own the ePermit data. The City can store the ePermit data internally on our servers. Alternatively, if we rely on external data storage, in the event the City chooses to leave the system, we can download the data from an Accela database or a "data warehouse" in Salem.

2. Question: Will the building inspectors have setback information, conditions of approval, and other relevant information available in the field?

Response: Yes. Conditions of approval and other information attached to the ePermit file will be available to inspectors through the mobile office feature. In addition, site specific data for each buildable lot will be depicted on a GIS map layer that will be available in the field. This includes zoning, setbacks, water resource areas, trees to be preserved, easements, conditions of approval and other relevant data.

3. Question: How will planning information, such as conditions of approval, be entered into the system?

Response: A staff member will add conditions of approval and other pertinent information to the ePermit file. In addition, a staff member will add relevant site specific information, such as zoning, setbacks, trees to be preserved, water resource areas, and easements to a GIS layer that will be available in the field.

4. Question: Which staff will have access to the ePermit system?

Response: The counter staff, at least one administrative staff member, and all staff who sign off on building permits will have access to the ePermit system. This includes all planners, engineering staff and the arborist. The limitation is that until the City purchases the planning and engineering modules of the ePermit system, it can only be used for building permits; it cannot be used for land use applications (e.g., subdivisions) or work in the right-of-way.

5. Question: Will the public have access to the ePermit system?

Response: The public has access to the ePermit system through the State Citizen Access Portal (<https://aca.oregon.accela.com/oregon/>). Through that portal, the public can view a variety of information pertaining to a particular property or permit. There are two levels available - anonymous and registered users. Registered users can purchase permits, submit plans, schedule inspections, and review inspection results, etc. Anonymous users can view the application and monitor the project status. If you are interested, go to the preceding link and type in Springfield under "city" to see project files.